

IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS

In re: ANITA REIKALAS,) OEIG Case #12-01729

OEIG FINAL REPORT (REDACTED)

Below is a final summary report from an Executive Inspector General. The General Assembly has directed the Executive Ethics Commission (Commission) to redact information from this report that may reveal the identity of witnesses, complainants or informants and “any other information it believes should not be made public.” 5 ILCS 430/20-52(b).

The Commission exercises this responsibility with great caution and with the goal of balancing the sometimes-competing interests of increasing transparency and operating with fairness to the accused. In order to balance these interests, the Commission may redact certain information contained in this report. The redactions are made with the understanding that the subject or subjects of the investigation have had no opportunity to rebut the report’s factual allegations or legal conclusions before the Commission.

The Commission received a final report from the Governor’s Office of Executive Inspector General (“OEIG”) and a response from the agency in this matter. The Commission, pursuant to 5 ILCS 430/20-52, redacted the final report and mailed copies of the redacted version and responses to the Attorney General, the Governor’s Executive Inspector General and to Anita Reikalas at her last known addresses.

The Commission reviewed all suggestions received and makes this document available pursuant to 5 ILCS 430/20-52.

FINAL REPORT

I. INTRODUCTION

On August 29, 2012, the Office of Executive Inspector General (OEIG) received a complaint that Illinois Department of Insurance (DOI) Insurance Company Field Staff Examiner Anita Reikalas falsified travel receipts for airport limousine service.

The OEIG concludes that Ms. Reikalas did falsify travel receipt documents, and further finds that she failed to cooperate with OEIG investigators in violation of the State Officials and Employees Ethics Act.

II. BACKGROUND

A. DOI Field Staff Examiner Anita Reikalas and Duties of DOI Insurance Company Field Staff Examiners

Anita Reikalas has worked for DOI as an Insurance Company Field Staff Examiner since 1999. Ms. Reikalas was initially employed as a trainee in that position.

DOI Insurance Company Field Staff Examiners conduct financial examinations of Illinois domestic insurance companies, similar to the types of audits accounting firms perform. During these examinations, Field Staff Examiners work as a team to perform assignments at the direction of a DOI supervisor, who is also present at the examination site. These assignments may include reviewing insurance company documents for accuracy and authenticity, and reconciling documents. Field Staff Examiners conduct their examinations where the insurance companies keep their records, which may be in Illinois or out-of-state. When examiners are assigned to conduct out-of-state examinations, they typically travel from their homes in Illinois to the insurance company on Monday of a particular week and return home the Friday of the same week, until the examination is completed. Examiners make their own travel arrangements. Examiners submit reports summarizing their expenses, along with supporting documentation, directly to the insurance companies, and are reimbursed directly by the insurance companies for their travel expenses.

Even though DOI Field Staff Examiners receive travel reimbursement from the insurance company they examine, they are nevertheless required to submit copies of the same travel expense reports and supporting documentation to DOI.¹ As part of its responsibility, DOI staff reviews submitted documentation to ensure that expenses are *legitimate* and authorized, and that they were charged in compliance with applicable State guidelines.

B. DOI's 2000 Written Warning to Ms. Reikalas

In February 2000, then-Chief Examiner [Employee 1]² issued a written warning to Ms. Reikalas after she sought reimbursement for limousine service between a Chicago examination site and downtown Chicago, which was determined not to have been the most economical mode of transportation available.³ [Employee 1's] warning regarding the matter additionally noted that the limousine driver Ms. Reikalas had used was her husband.

Attached as Exhibit A to this report is a copy of a receipt Ms. Reikalas submitted in support of her claim for reimbursement for this limousine service in 2000 indicating that a company called Northwest Wheels provided the service. OEIG investigators confirmed that Ms. Reikalas is the President of Northwest Wheels, Ltd., which was incorporated in 1995. A person

¹ State employees must supply receipts for any transportation expenses that individually exceed \$10. Governor's Travel Control Board, *A Travel Guide for State of Illinois Employees*, §§ 2800.240(e), 3000.620.

² [Employee 1] retired on December 31, 2012.

³ DOI travel policies and State rules do not prohibit the use of a limousine service, but require employees use the "most economical mode of transportation available, considering travel time, costs and work requirements." DOI Policy Manual, Ch. 5: Travel Policies, §§1, 2 (eff. Feb. 8, 2011); Governor's Travel Control Board, *A Travel Guide for State of Illinois Employees*, §3000.300(a).

named [redacted] Reikalas, with the same address as Ms. Reikalas, is identified as Secretary of the company.

C. DOI's 2012 Initiation of Disciplinary Proceedings against Ms. Reikalas, and Subsequent Referral to the OEIG

In 2012, DOI employees reviewing credit card receipts Ms. Reikalas submitted in support of limousine service expenses she had purportedly incurred between July 2011 and April 2012 noted irregularities.⁴ Specifically, based on a review of the purported credit card receipts, and information obtained during a telephone call a DOI employee made to the limousine service Ms. Reikalas purportedly used, DOI initiated disciplinary proceedings against Ms. Reikalas. After Ms. Reikalas submitted a written response in the disciplinary proceedings, DOI suspended the proceedings and subsequently filed a complaint with the OEIG.⁵ To date, DOI has not issued any findings against Ms. Reikalas relating to the travel reimbursement documentation she submitted in 2011 and 2012 that is the subject of this investigation.

III. INVESTIGATION

During this investigation, OEIG investigators reviewed travel expense documents Ms. Reikalas submitted to DOI between July 2011 and April 2012, and also reviewed action DOI took relating to those documents. In addition, OEIG investigators reviewed documents obtained from the limousine service that she purported had provided her service, and other relevant documents. OEIG investigators also interviewed various persons, including the owner of the limousine company and Ms. Reikalas.

A. Credit Card Receipts Ms. Reikalas Submitted for Reimbursement of Limousine Service Expenses between July 2011 and April 2012

As noted above, DOI identified irregularities in credit card receipts for limousine service Ms. Reikalas *submitted* to DOI between July 2011 and April 2012. OEIG investigators reviewed the same credit card receipts DOI reviewed, and the same travel reports that the receipts purported to support.

The documents reviewed reveal that between July 11, 2011 and April 27, 2012, Ms. Reikalas made 8 trips to and from New Jersey and 42 trips to and from Tennessee, for the purpose of conducting examinations at insurance companies located in those states. Ms. Reikalas requested and received \$3,287.50 from the insurance companies in reimbursement for limousine service between her home in Hawthorn Woods and O'Hare Airport for these trips during this period.

In support of her requests for reimbursement for limousine service expenses incurred, Ms. Reikalas submitted credit card receipts to the insurance companies and DOI. These credit card receipts, which were all *signed* by Ms. Reikalas, were imprinted with some portion of the

⁴ These irregularities, and the actions DOI took, are described in greater detail below.

⁵ The OEIG obtained consent from DOI's Director, Andrew Boron, to reveal his identity as an individual reporting alleged misconduct to the OEIG. See 5 ILCS 430/20-90(a).

name “AAA Diamond Limousine” and the company’s location.⁶ The credit card receipts for the trips from Ms. Reikalas’s home to O’Hare Airport indicated that each time, Ms. Reikalas purportedly paid \$55, plus \$.50 in taxes or tolls,⁷ and \$8.25 for a tip, for a total of \$63.75. The credit card receipts for the trips from O’Hare Airport to Ms. Reikalas’s home indicated that each time, she purportedly paid \$55, plus \$4.50 in taxes or tolls, and \$8.25 for a tip, for a total of \$67.75. On many of the credit card receipts, the “EXPIRATION BOX CHECKED” box is checked, as if the receipt issuer actually checked to make certain the credit card was valid and had not expired. One of the credit card receipts bears the handwritten notation, “THANK YOU PETER,” and another bears the handwritten notation, “PETER THANK YOU.”

Attached as Exhibit B to this report is an example of one of the credit card receipts Ms. Reikalas *submitted* to DOI reflecting a purported limousine expense she incurred from her home to O’Hare Airport on November 28, 2011.

The chart below summarizes information that appears on *50 separate credit card receipts* Ms. Reikalas *submitted* to DOI reflecting purported AAA Diamond Limo expenses she incurred for trips to and from her residence and O’Hare Airport between July 2011 and April 2012:

Purported AAA Diamond Limo Credit Card Receipts Submitted by Ms. Reikalas

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Tax/Toll</u>	<u>Tip/Misc.</u>	<u>Total</u>	<u>Expiration Box Checked?</u>	<u>Signature</u>
7/11/2011	ORD ⁸	HTW ⁹	\$55.00	\$4.50	\$8.25	\$67.75	No	A. Reikalas
7/15/2011	HTW ¹⁰	ORD	\$55.00	\$.50	\$8.25	\$63.75	No	A. Reikalas
7/25/2011	HTW	ORD	\$55.00	\$.50	\$8.25	\$63.75	No	A. Reikalas
7/29/2011	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	No	A. Reikalas
AUG 1	HTW	ORD	\$55.00	\$.50	\$8.25	\$63.75	No	A. Reikalas
8-5-10 ¹¹	OHARE	HTW	\$55.00	\$4.50	\$8.25	\$67.75	Yes	Anita Reikalas
8-8-11	HTW	ORD	\$55.00	\$.50	\$8.25	\$63.75	No ¹²	A. Reikalas
8-12-11	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	No	A. Reikalas
11-28-11	HTW	ORD	\$55.00	\$.50	\$8.25	\$63.75	Yes	A. Reikalas
DEC 2 11	OHARE	HAWTHORN WOODS	\$55.00	\$4.50	\$8.25	\$67.75	Yes	A. Reikalas
DEC.5.11	HAWTHORN WOODS	ORD	\$55.00	\$.50	\$8.25	\$63.75	Yes	A. Reikalas
12.9.11	O’HARE	HAWTHORN	\$55.00	\$4.50	\$8.25	\$67.75	No ¹³	A. Reikalas

⁶ The company name printed on the credit card receipts from July and August 2011 appears to be cut off, and is shown as “AAA Diamond Limousi,” “AAA Diamond Limous,” or “AAA Diamond Limousine”; these credit card receipts indicated that the company was located in Wood Dale, IL. The credit card receipts after August 2011 printed the company name as “AAA Diamond Lim,” and indicated that the company was located in Bensenville, IL.

⁷ Some credit card receipts contained the handwritten notation “TOLLS” on the line where “TAX” is preprinted.

⁸ “ORD” is the airport code for O’Hare Airport, Chicago, IL.

⁹ “HTW” appears to refer to Hawthorn Woods, where Ms. Reikalas resides. This credit card receipt purports to reflect that limousine service was provided from O’Hare Airport to Hawthorn Woods, despite the fact that the trip occurred on a Monday, and therefore should have been an outbound trip, or “HTW TO ORD.”

¹⁰ This credit card receipt purports to reflect that limousine service was provided from Hawthorn Woods to O’Hare Airport, despite the fact that the trip occurred on a Friday, and therefore should have been the return trip for the week, or “ORD TO HTW.”

¹¹ Ms. Reikalas submitted this credit card receipt for travel on August 5, 2011, although the credit card receipt was dated August 5, 2010.

¹² There is no “EXPIRATION DATE CHECKED” box on this credit card receipt.

¹³ There is no “EXPIRATION DATE CHECKED” box on this credit card receipt.

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Tax/Toll</u>	<u>Tip/Misc.</u>	<u>Total</u>	<u>Expiration Box Checked?</u>	<u>Signature</u>
12.12.1	HTW	WOODS ORD	\$55.00	\$.50	\$8.25	\$63.75	No ¹⁴	Anita Reikalas
DEC 16 TH	OHARE	HTW	\$55.00	\$4.50	\$8.25	\$67.75	Yes	A. Reikalas
12.19.11	HAWTHORN WOODS	O'HARE	\$55.00	\$.50	\$8.25	\$63.75	No ¹⁵	Anita Reikalas
DEC 23	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	Yes	Anita Reikalas
1 3.12	HTW	OHARE	\$55.00	\$.50	\$8.25	\$63.75	No ¹⁶	A. Reikalas
JAN.6.2012	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	Yes	A. Reikalas
JAN 9	HTW	ORD	\$55.00	\$.50	\$8.25	\$63.75	Yes	Anita Reikalas
1.13.12	Ohare	HTW	\$55.00	\$4.50	\$8.25	\$67.75	No ¹⁷	A. Reikalas
JAN 17	ORD ¹⁸	HTW	\$55.00	\$4.50	\$8.25	\$67.75	Yes	Anita Reikalas
1-21-12	HAWTHORN WOODS ¹⁹	O'HARE	\$55.00	\$.50	\$8.25	\$63.75	No ²⁰	Anita Reikalas
1-24	HTW	ORD	\$55.00	\$.50	\$8.25	\$63.75	Yes	Anita Reikalas
JAN 27	OHARE	HTW	\$55.00	\$4.50	\$8.25	\$67.75	Yes	Anita Reikalas
JAN 30	HAWTHORN WOODS	OHARE	\$55.00	\$.50	\$8.25	\$63.75	No ²¹	A. Reikalas
2.3.12	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	Yes	A. Reikalas
2.6.12	HAWTHORN WOODS	ORD	\$55.00	\$.50	\$8.25	\$63.75	Yes	Anita Reikalas
FEB 10	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	No ²²	Anita Reikalas
FEB 14 TH	HTW	ORD	\$55.00	\$.50	\$8.25	\$63.75	No ²³	Anita Reikalas
FEB 17	OHARE	HAWTHORN WOODS	\$55.00	\$4.50	\$8.25	\$67.75	Yes	Anita Reikalas
2.21.12	HAWTHORN WOODS	OHARE	\$55.00	\$.50	\$8.25	\$63.75	No ²⁴	Anita Reikalas
FEB 24	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	Yes	A. Reikalas
2.27.12	HTW	OHARE	\$55.00	\$50 ²⁵	\$8.25	\$63.75	Yes	A. Reikalas
MAR 2	OHARE	HTW	\$55.00	\$4.50	\$8.25	\$67.75	No ²⁶	Anita Reikalas
3.5.12	HAWTHORN WOODS	OHARE	\$55.00	\$.50	\$8.25	\$63.75	No ²⁷	Anita Reikalas
3/9	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	Yes	Anita Reikalas
3.12.12	HTW	OHARE	\$55.00	\$.50	\$8.25	\$63.75	Yes	A. Reikalas
MAR 16	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	No ²⁸	A. Reikalas
3.19.12	HTW	Ohare	\$55.00	\$.50	\$8.25	\$63.75	No ²⁹	A. Reikalas
MAR 23	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	No ³⁰	A. Reikalas

¹⁴ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

¹⁵ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

¹⁶ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

¹⁷ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

¹⁸ This credit card receipt purports to reflect that limousine service was provided from O'Hare Airport to Hawthorn Woods, despite the fact that the trip occurred on the first business day of the week, and therefore should have been an outbound trip, or "HTW TO ORD."

¹⁹ This credit card receipt purports to reflect that limousine service was provided from Hawthorn Woods to O'Hare Airport, despite the fact that the trip occurred on a Saturday, and therefore should have been the return trip for the week, or "O'HARE TO HAWTHORN WOODS."

²⁰ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

²¹ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

²² There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

²³ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

²⁴ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

²⁵ This appears to have been intended to be 50 cents, rather than \$50, given that the total is \$63.75.

²⁶ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

²⁷ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

²⁸ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

²⁹ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

<u>Date</u>	<u>From</u>	<u>To</u>	<u>Amount</u>	<u>Tax/Toll</u>	<u>Tip/Misc.</u>	<u>Total</u>	<u>Expiration Box Checked?</u>	<u>Signature</u>
MAR 26	HTW	ORD	\$55.00	\$.50	\$8.25	\$63.75	No ³¹	A. Reikalas
MAR 30	OHARE	HAWTHORN WOODS	\$55.00	\$4.50	\$8.25	\$67.75	Yes	Anita Reikalas
APR 2, 2012	HTW	ORD	\$55.00	\$.50	\$8.25	\$63.75	Yes	A. Reikalas
4-6-12	OHARE	HT	\$55.00	\$4.50	8.75	67.75	No ³²	Anita Reikalas
APRIL 9	OHARE ³³	HTW	\$55.00	\$4.50	\$8.25	\$67.25	No ³⁴	A. Reikalas
4-13-12	HAWTHORN WOODS ³⁵	O'HARE	\$55.00	\$.50	\$8.25	\$63.75	Yes	Anita Reikalas
4-16-12	HTW	OHARE	\$55.00	\$.50	\$8.25	\$63.75	Yes	A. Reikalas
MAR 20 ³⁶	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.25	No ³⁷	Anita Reikalas
4-23-	HAWTHORN WOODS	OHARE	\$55.00	\$.50	\$8.25	\$63.75	No ³⁸	A. Reikalas
APR 27	ORD	HTW	\$55.00	\$4.50	\$8.25	\$67.75	Yes	A. Reikalas

B. Irregularities Identified in Ms. Reikalas's 2011 and 2012 AAA Diamond Limo Credit Card Receipts

Upon review of the 2011 and 2012 credit card receipts Ms. Reikalas *submitted*, OEIG investigators also noticed irregularities. For example, some credit card receipt numbers were in consecutive number sequence for trips that Ms. Reikalas took during non-consecutive or different time periods, specifically:

- credit card receipt 3798011 was for a trip that purportedly occurred on April 16, 2012;
- credit card receipt 3798012 was for a trip that purportedly occurred on Jan. 24, 2012; and
- credit card receipt 3798013 was for a trip that purportedly occurred on April 2, 2012.

In addition, OEIG investigators noticed that:

- the dates on some of the credit card receipts Ms. Reikalas *submitted* appeared to have been altered;
- the credit card receipts for some of Ms. Reikalas's outbound trips on the first business day of the week (usually Monday) indicated that she received limousine service from the airport to her home, and the credit card receipts for some of her return trips at the end of

³⁰ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

³¹ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

³² There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

³³ This credit card receipt purports to reflect that limousine service was provided from O'Hare Airport to Hawthorn Woods, despite the fact that the trip occurred on a Monday, and therefore should have been an outbound trip, or "HTW TO OHARE."

³⁴ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

³⁵ This credit card receipt purports to reflect that limousine service was provided from Hawthorn Woods to O'Hare Airport, despite the fact that the trip occurred on a Friday, and therefore should have been the return trip for the week, or "O'HARE TO HAWTHORN WOODS."

³⁶ Ms. Reikalas submitted this credit card receipt for travel on April 20, 2012, although the credit card receipt was dated March 20.

³⁷ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

³⁸ There is no "EXPIRATION DATE CHECKED" box on this credit card receipt.

the week (usually Friday) indicated that she received limousine service from her home to the airport;

- some credit card receipts were merchant copies and others were customer copies; and
- the credit card receipts Ms. Reikalas *submitted* in 2011 and 2012 were very similar to the type of credit card receipt she submitted in 2000 from Northwest Wheels, the company for which she serves as President.

C. DOI's June 7, 2012 Request for Verification of Ms. Reikalas's March 26, 2012 and March 30, 2012 Credit Card Receipts

As previously noted, prior to referring the matter to the OEIG, DOI employees noticed many of the same irregularities identified above. On June 7, 2012, a DOI employee informed Ms. Reikalas that DOI was unable to verify her claimed limousine service expenses for March 26 and 30, 2012, because the dates on the receipts "have been changed." In light of this discovery, the DOI employee asked Ms. Reikalas to provide *proof of payment* from her checking account or a credit card statement that included the transaction date.

Attached as Exhibit C to this report are copies of the March 26 and 30, 2012 credit card receipts that the DOI employee observed to have been altered and asked Ms. Reikalas to verify.

D. Ms. Reikalas's First Response to DOI's Verification Request

In response to DOI's request for verification of payment, Ms. Reikalas:

- *did not* provide a credit card statement reflecting payment of the purported March 26 and 30, 2012 limousine service expenses, as requested by DOI; and
- *did not* provide proof of payment from her checking account, as requested.

Rather, on June 21, 2012, Ms. Reikalas's first response to DOI's verification request was her production of *additional* credit card receipts. These credit card receipts contained virtually the same information as the credit card receipts she had originally submitted, but bore additional handwritten notations that read "RE-INVOICED." Attached as Exhibit D to this report are copies of two so-called "RE-INVOICED" March 26 and 30, 2012 credit card receipts.

E. DOI's Independent Attempt to Verify That AAA Diamond Limo Charges Additional Fees

On June 27, 2012, a DOI employee attempted to independently verify whether AAA Diamond Limo charges tolls, taxes, or other fees, as reported on the purported AAA Diamond Limo credit card receipts Ms. Reikalas *submitted* to DOI.

The employee called the telephone number listed for AAA Diamond Limo, and spoke to an individual who identified himself as the owner as AAA Diamond Limo. That individual informed the DOI employee that he charges a flat fee of \$75 from Hawthorn Woods to O'Hare Airport, and that his limousine company *does not* charge for tolls, taxes, or other miscellaneous charges.

F. DOI Initiates Disciplinary Proceedings against Ms. Reikalas

Based on the irregularities that had been noted on the 2011 and 2012 credit card receipts Ms. Reikalas *submitted* for limousine service, coupled with information that AAA Diamond Limo *did not* charge additional fees, as reported on multiple credit card receipts, DOI initiated disciplinary proceedings against Ms. Reikalas. In a July 13, 2012 memorandum to Ms. Reikalas, DOI listed irregularities noted on credit card receipts she submitted to DOI, namely that:

- a credit card receipt Ms. Reikalas submitted for travel in 2011 bore a 2010 date;
- the dates on many of the credit card receipts appeared to have been altered;
- some credit card receipts were merchant copies, and others were customer copies;
- the credit card receipts showed charges for taxes and tolls;
- credit card receipt numbers were in sequence for different time periods; and
- there is no confirmation Ms. Reikalas paid for the claimed limousine services, either on a credit or debit card, or with cash.³⁹

G. Ms. Reikalas's Second Response to DOI

On July 25, 2012, and after Ms. Reikalas was provided the above-referenced July 13, 2012 memorandum, she offered DOI a second response or explanation of credit card receipts she *submitted* for limousine service. This time, in a written response to DOI's allegations regarding her credit card receipts, Ms. Reikalas stated that although she received credit card receipts for her claimed limousine service expenses, she had in fact paid *cash* for the services. According to Ms. Reikalas, she asked that her credit card be imprinted on the receipts "to document my name and the name of the limo service" Ms. Reikalas stated that she took the receipts she was given from the limousine service "as is," and denied altering any receipts.⁴⁰ Finally, Ms. Reikalas stated that she requested a "shared car" rate because it is lower than a flat fixed rate for a private limousine, and said that vendors typically do not advertise or post a shared car rate. Ms. Reikalas's written response made no mention of the fact that she had submitted "re-invoiced" March 26 and 30, 2012 credit card receipts.

As noted above, after Ms. Reikalas submitted this written response, DOI suspended the disciplinary proceedings and subsequently filed a complaint with the OEIG.

H. AAA Diamond Limo

1. Ownership and Location of AAA Diamond Limo

OEIG investigators reviewed the website of a company named "AAA Diamond Limo," which indicates that the company provides limousine services in the Chicago area, and lists Peter U[full surname redacted by Commission, hereinafter "Peter U" or "Mr. U"] as the company's

³⁹ DOI did not challenge Ms. Reikalas's choice to use a limousine service to travel to and from the airport, as opposed to another form of transportation.

⁴⁰ Ms. Reikalas stated that on one occasion, the limousine service changed the date on a receipt after her flight was rescheduled to the following day.

president.⁴¹ Records maintained by the Illinois Secretary of State indicate that “A.A.A. Diamond Limo Corp of Chicago” dissolved in 2009, and indicate that the president of the company, Antonio P. U., has a Bensenville, Illinois address. Investigators did not identify any other limousine company operating in Illinois with a name similar to AAA Diamond.

2. OEIG Efforts to Obtain Documents from AAA Diamond Limo

In October 2012, the OEIG served a subpoena for documents on Mr. U. Specifically, the subpoena sought AAA Diamond Limo’s records relating to limousine service the company provided to customers to and from O’Hare Airport on the dates Ms. Reikalas purported to have used AAA Diamond’s services between July 2011 and April 2012. Mr. U did not initially respond to the OEIG subpoena.

When Mr. U failed to respond to the subpoena, the OEIG was required to seek enforcement of its subpoena through the Office of the Illinois Attorney General. On February 7, 2013, the Attorney General’s Office filed a petition to enforce the OEIG subpoena in the Circuit Court of Cook County. Mr. U failed to appear in response to this petition, and on April 17, 2013, the Attorney General’s Office filed a motion for default judgment. Mr. U ultimately appeared and produced responsive documents on June 28, 2013.

3. Documents Obtained from AAA Diamond Limo Reveal that the Company Did Not Provide Limousine Services to Ms. Reikalas

AAA Diamond Limo’s document production, certified under oath as true and correct by Antonio P. U, reveals no trips by a customer named Anita Reikalas, and no trips between Hawthorn Woods and O’Hare Airport on the relevant dates Ms. Reikalas said she used the company’s services. The receipts produced by AAA Diamond Limo bear the heading “AAA Diamond Limo Corp.,” and contain entries for the date, type of service, confirmation number, vehicle type, customer name, pick-up address, time, destination, and amount. The receipts do not indicate that additional charges were made for taxes, tolls, or fees. In fact, the receipts produced by AAA Diamond Limo *do not* resemble the type of credit card receipts submitted by Ms. Reikalas to DOI in 2011 and 2012.

Attached as Exhibit E to this report is an example of one of the receipts produced by AAA Diamond Limo in response to the OEIG’s subpoena.

I. Interview of Antonio “Peter” U

1. OEIG Efforts to Schedule Mr. U’s Interview

On July 25, 2013, after having received and reviewed the AAA Diamond Limo documents produced pursuant to the OEIG subpoena, the OEIG served yet another subpoena on AAA Diamond Limo owner Antonio U, through his attorney, directing him to appear at the OEIG office on August 15, 2013. The OEIG and Mr. U’s attorney subsequently agreed to reschedule the interview to October 31, 2013, but Mr. U and his attorney did not appear for the

⁴¹ See <http://www.aaadiamondlimo.com> (last visited May 20, 2014).

interview as scheduled. Following repeated efforts by the OEIG to reschedule the interview, Mr. U ultimately appeared for his interview on January 17, 2014.

2. Ownership and Location of AAA Diamond Limo, Drivers and Rates

During his interview, Mr. U told investigators that he uses the name “Peter” with his customers, and stated that he has owned AAA Diamond Limo Corp. since 2002. Mr. U said he operates his business out of his home in Bensenville, Illinois, and that it was previously located in Wood Dale, Illinois, for less than two months. Mr. U stated that the business is a sole proprietorship, and that he does not have any partners.

Mr. U said that in 2011 and 2012, his company had two stretch limousines, and that on occasion, but very rarely, he also used a black sedan. According to Mr. U, he and his wife were the only drivers for his company in 2011 and 2012. In addition, Mr. U told investigators that he would charge a minimum rate of \$75 for a trip between Hawthorn Woods and O’Hare Airport, and he only charged a flat rate, meaning he did not add charges for taxes, tolls, and fees. Mr. U further stated that he has never charged a so-called shared car rate.

3. Mr. U Denies Providing Limousine Service to Ms. Reikalas and Denies that the Credit Card Receipts She Submitted Belong to His Company

Mr. U said he has not had a customer named Anita Reikalas, and that he did not take her from her residence in Hawthorn Woods to O’Hare Airport in 2011 or 2012.

When shown copies of the limousine service receipts Ms. Reikalas *submitted* to DOI,⁴² Mr. U said he did not recognize them, and that his company has never used receipts like them. Mr. U further stated that his company has never had a manual credit card imprinter, such as appears to have been used to imprint the receipts Ms. Reikalas submitted, and that he processes credit card transactions on a computer in his office and then emails receipts to the customers. Mr. U stated that the notations “THANK YOU PETER” and “PETER THANK YOU” on Ms. Reikalas’s receipts were not in his handwriting, and that he did not recognize the handwriting.

J. OEIG Efforts to Schedule Anita Reikalas’s Interview

In February and March 2014, an OEIG investigator communicated with Anita Reikalas and later her second-level supervisor, [Employee 2], for the purpose of scheduling an interview with Ms. Reikalas in connection with this investigation. Below is a more detailed summary of these events.

<u>Event Date</u>	<u>Activity</u>
<i>Feb. 26, 2014 call between OEIG and Ms. Reikalas</i>	During this call, an OEIG investigator informed Ms. Reikalas that he needed to schedule an interview with her in connection with an OEIG investigation. She said she was unavailable to be interviewed until May 2014 because she had already booked flights for her work-related travel for March and April 2014. The OEIG asked Ms. Reikalas to check her schedule and indicate what dates

⁴² These receipts were copies of the receipts described in Section III.A, above.

she would be available.

Mar. 3, 2014 email from OEIG to Ms. Reikalas The OEIG emailed Ms. Reikalas regarding her proposed interview. In the email, the OEIG wrote: "Please provide tentative dates that you can meet with us."

Mar. 6, 2014 (3:01 pm) email from Ms. Reikalas to OEIG After the Mar. 3, 2014 email inquiry by the OEIG, Ms. Reikalas replied on Mar. 6, 2014, at 3:01 p.m., again proposing to schedule the interview in May 2014.

March 6, 2014 (3:09 p.m.) email from the OEIG to Ms. Reikalas Eight minutes after Ms. Reikalas sent her March 6, 2014 email, at 3:09 p.m. on March 6, 2014, the OEIG wrote to Ms. Reikalas: "May is simply too far away. Can you meet with us this month either on a Monday or a Friday?" No response was received to this email.

March 10, 2014 call between the OEIG and [Employee 2] On Mar. 10, 2014, after not having received a response from Ms. Reikalas to the OEIG's Mar. 6, 2014 email, the OEIG asked [Employee 2] for assistance in facilitating a meeting between the OEIG and Ms. Reikalas.

In a telephone call and a subsequent in-person interview, [Employee 2] provided information to investigators regarding a conversation she had with Ms. Reikalas regarding scheduling Ms. Reikalas's OEIG interview.⁴³

[Employee 2] told investigators that it seemed odd to her that as of February 26, 2014, when Ms. Reikalas initially spoke with the OEIG investigator, she would have purchased airline tickets through April 2014. [Employee 2] explained that examiners usually purchase tickets two to three weeks in advance. [Employee 2] further stated that Ms. Reikalas's current assignment is in St. Louis, and that it usually is not necessary to purchase tickets between Chicago and St. Louis so far in advance because there are many flights. [Employee 2] added that although examiners are not prohibited from purchasing airline tickets two months in advance, it is uncommon for them to do so because they do not receive reimbursement until after the travel is completed.

[Employee 2] also said that after the OEIG investigator requested her assistance, she met with Ms. Reikalas in person on March 11 or 12, 2014, and asked her how far out she had bought airplane tickets for her current out-of-state assignment. According to [Employee 2], Ms. Reikalas initially told her that she had bought tickets through the end of April. [Employee 2] said she did not believe Ms. Reikalas's representations, based on a prior experience,⁴⁴ and accordingly asked Ms. Reikalas to produce copies of her March and April 2014 reservations. [Employee 2] said Ms. Reikalas then told her that she had actually bought tickets only through the middle of April.⁴⁵ [Employee 2] said that when she asked Ms. Reikalas why she initially

⁴³ OEIG investigators interviewed [Employee 2] in person on May 5, 2014 about the March 2014 conversation.

⁴⁴ [Employee 2] explained that in 2011, when she was attempting to schedule a meeting with Ms. Reikalas to review her performance evaluation, Ms. Reikalas did not respond to her emails, and then said she could not attend the meeting because she had already purchased her airline tickets. [Employee 2] said she learned that Ms. Reikalas had purchased her tickets after she knew [Employee 2] was trying to schedule the meeting.

⁴⁵ [Employee 2] said Ms. Reikalas did not look at her reservations before stating that she had only bought her tickets through the middle of April.

stated that she had bought tickets through April 2014, Ms. Reikalas responded that it was an “oversight” and that she “misspoke.”

Investigators obtained copies of airline reservations Ms. Reikalas made for her work-related flights in March and April 2014. These documents reveal that as of February 26, 2014 (when the OEIG investigator initially requested an interview), Ms. Reikalas had only made reservations for trips through March 28, 2014, rather than through April 2014 as she had represented to the investigator. The documents revealed that Ms. Reikalas made the reservation for the last of those March 2014 trips on February 25, 2014, just one day prior to the phone conversation in which Ms. Reikalas stated she was unavailable until May because of her travel reservations. The documents also show that on March 10, 2014 (after the initial interview request and the subsequent emails), Ms. Reikalas made reservations for two trips between March 31 and April 11, 2014.

K. Interview of Ms. Reikalas

Investigators were eventually able to interview Ms. Reikalas on April 14, 2014 regarding her statements and actions relating to scheduling her OEIG interview, and the allegation that she falsified credit card receipts for work-related travel between July 2011 and April 2012.

1. Ms. Reikalas’s Statements and Actions Relating to Scheduling Her OEIG Interview

During her April 2014 interview, investigators asked Ms. Reikalas to explain her February 26, 2014 statement to the OEIG that as of that date she had already bought airline tickets for her work-related out-of-state travel through the end of April. Ms. Reikalas stated that when she spoke to the OEIG investigator on February 26, 2014, she thought she had already bought her tickets for March and April, and further stated that she did not knowingly make a false statement.⁴⁶

Ms. Reikalas was also questioned about purchasing tickets for travel between March 31 and April 11, 2014. Ms. Reikalas confirmed that she purchased these tickets on March 10, 2014, and stated that she may not have seen the March 6, 2014 OEIG email before she booked this travel.⁴⁷ Ms. Reikalas explained that she sometimes does not check her email between Thursday and the time she makes her travel arrangements on Monday.⁴⁸ Ms. Reikalas also said that at the time she booked her April 2014 travel, she did not realize that scheduling the OEIG interview was “urgent.” Ms. Reikalas denied that she bought the tickets in an effort to avoid meeting with investigators.

⁴⁶ As noted above, on the day before this conversation, Ms. Reikalas had made a reservation for travel only through March 28, 2014.

⁴⁷ As noted above, the OEIG investigator sent Ms. Reikalas this email stating that “May is simply too far away,” only eight minutes after she had sent an email to the investigator. Four days later, Ms. Reikalas booked her travel between March 31 and April 11, 2014.

⁴⁸ March 6, 2014 was a Thursday; March 10, 2014 was a Monday.

2. Ms. Reikalas Confirms That She Submitted AAA Diamond Limo Credit Card Receipts for July 11, 2011 through April 27, 2012, to DOI

Ms. Reikalas was shown travel reports and purported AAA Diamond Limo credit card receipts from July 11, 2011 through April 27, 2012,⁴⁹ and confirmed that she signed each report and receipt, submitted them to the insurance companies for reimbursement, and submitted them to DOI. Ms. Reikalas said she did not fill out any of the amounts or make the other notations on the credit card receipts, and said they were already filled out when she received them.

3. Ms. Reikalas's Statements Relating to Travel Arrangements in 2011 and 2012, and Her Communications with Da Noi, Inc.

Ms. Reikalas stated that she makes her own arrangements for her work-related travel. According to Ms. Reikalas, she knew the company that provided her limousine service to and from O'Hare Airport for a portion of 2011 and 2012 as "Diamond Limousine," and said that she used that company approximately 44 times. Ms. Reikalas said she arranged for the limousine service she received from Diamond through a limousine services broker, Da Noi, Inc. Ms. Reikalas said that when she called to arrange for limousine service, she called Da Noi, rather than Diamond, and said she was not sure she had a telephone number for Diamond.

Ms. Reikalas said the individuals with whom she communicated at Da Noi were a man named Peter, whose last name Ms. Reikalas believed may have started with a "V," and his partner, who was also named Peter.⁵⁰ Ms. Reikalas described Peter V. as a very tall, very thin, older white man with a balding head. She described Peter (partner) as approximately six feet tall (which she said was shorter than the height of Peter V.), very thin, and white. Ms. Reikalas said that both men appeared to be "American," and specifically stated that Peter V. did not speak with an accent.⁵¹ Ms. Reikalas said Da Noi did not have a website, but that she had Peter V.'s telephone number at her residence.

Ms. Reikalas said she provided her flight information to Peter V. or to Peter (partner) at Da Noi, and that she called Peter (partner) to advise him when her flight was delayed or cancelled.

4. Ms. Reikalas's Statements Regarding Diamond's Cars, Drivers, and Rates, and Her Manner of Payment for Limousine Service

Ms. Reikalas said Diamond always picked her up in a black four-door sedan, and never picked her up in a stretch limousine. Ms. Reikalas estimated that she was picked up by between five and ten different Diamond drivers, and said that all except one of these drivers was male. Ms. Reikalas said she did not know the drivers' names, and when asked to describe them she

⁴⁹ These credit card receipts were copies of the receipts described in Section III.A, above.

⁵⁰ Ms. Reikalas said she could not recall either individual's last name. For the sake of clarity, this report will refer to the first Peter as "Peter V.," and will refer to his partner as "Peter (partner)."

⁵¹ Ms. Reikalas's descriptions of Peter V. and Peter (partner) do not match Mr. U, who has a medium height and build. In addition, Mr. U speaks English with a heavy accent, and at several points during his OEIG interview he was assisted by a Spanish-English interpreter.

said that none stood out to her. Ms. Reikalas said both Peter V. and Peter (partner) also drove her at some point. Ms. Reikalas said Diamond charged her a shared car rate, plus tolls. Ms. Reikalas said she shared a ride to the airport with other customers a couple of times, but said she did not know who the other customers were or where they were picked up.

When asked about the manner in which she paid for service, Ms. Reikalas said she always paid cash for the limousine service she received from Diamond, but that she had her credit card imprinted on the receipts so that her name would be printed on them. She said she provided her credit card to Peter (partner) ahead of time, and that sometimes the drivers would use an old manual machine to make several imprints of her card on multiple receipts for future trips.⁵² When asked about the cash she used for these limousine payments, Ms. Reikalas said she did not withdraw cash from an automated teller machine before her trips to pay for the limousine service because she always had cash at home.

5. Ms. Reikalas's Statements Regarding Da Noi and the "RE-INVOICED" March 26 and 30, 2012 Credit Card Receipts

When investigators showed Ms. Reikalas copies of the March 26 and 30, 2012 credit card receipts that contained the notation "RE-INVOICED," Ms. Reikalas said that a DOI employee questioned the credit card receipts she originally submitted for March 26 and 30, 2012 because the dates on the receipts appeared to have been altered. Ms. Reikalas stated that she called Peter (partner), or possibly an individual at Da Noi named Don, and asked for new receipts.

When asked how the individuals at Da Noi provided her the new receipts, Ms. Reikalas initially said she could not recall. When asked whether she went to Da Noi's location to pick up the new receipts, Ms. Reikalas said she definitely did not pick up the new receipts at Da Noi because she did not know where the business was located. Ms. Reikalas then said that Peter (partner) *may have* mailed her the re-invoiced credit card receipts.

6. Ms. Reikalas's Statements Regarding Changing to a Different Limousine Service, and Denial That the Receipts She Submitted Are Fictitious

Ms. Reikalas said she now uses O'Hare-Midway Limousine Service for limousine service between her home and the airport for her work-related trips.⁵³ When asked why she stopped using AAA Diamond, Ms. Reikalas said she "just decided to use a new company." She said she did not have a bad experience with AAA Diamond, and that she did not know if O'Hare-Midway Limousine Service's rates were better than AAA Diamond's rates. Ms. Reikalas said she pays

⁵² Ms. Reikalas said she was comfortable with a driver she did not know making multiple imprints of her credit card, and said Da Noi already had her credit card on file. However, she said she always crossed out her credit card number on the credit card receipts because she was uncomfortable with anyone from DOI having it.

⁵³ Investigators reviewed documentation Ms. Reikalas submitted to DOI relating to her out-of-state travel expenses between August 12, 2013 and September 27, 2013. This documentation indicates that Ms. Reikalas used O'Hare-Midway Limousine Service to travel between her residence and O'Hare Airport during this period. The rate information published on O'Hare-Midway Limousine Service's website is consistent with Ms. Reikalas's requested reimbursement.

for the services she receives from O'Hare-Midway Limousine Service with a credit card, and that she receives confirmations by email.

Ms. Reikalas denied that any AAA Diamond credit card receipts she submitted to DOI and the insurance companies in 2011 and 2012 were fictitious.

L. OEIG's Request for Verification from Ms. Reikalas Regarding Da Noi, Inc. and Its Owners and Partners, and Her Subsequent Document Production

Ms. Reikalas's statements in her interview that Da Noi, Inc. arranged her limousine service in 2011 and 2012 were the first mention of Da Noi in this investigation. Accordingly, at the conclusion of Ms. Reikalas's interview and in a written request, investigators asked her to provide any information or documentation she had relating to Da Noi, Inc.⁵⁴ and its owners and partners.

Following her April 14, 2014 interview, and in response to the OEIG's request for any and all documents in her custody or control relating to Da Noi and its owners and partners, Ms. Reikalas produced the following documents and information:

- credit card statements revealing limousine service charges from Da Noi, Inc. in 2006;
- a telephone number Ms. Reikalas said she used to contact Da Noi, Inc.;⁵⁵
- a "MyCarPro.org"⁵⁶ online listing for Da Noi Inc., printed on *April 28, 2014*, which identified Peter V[full surname redacted by Commission, hereinafter "Peter V" or "Mr. V"] as the contact person for Da Noi; and
- a "GoServices.com"⁵⁷ online listing for Da Noi Inc., printed on *April 26, 2014*.⁵⁸

M. Further Investigation Reveals That Da Noi, Inc. Ceased Operations in 2010

Based on the documents Ms. Reikalas produced identifying Da Noi, Inc., with a contact person of Peter V, investigators obtained information regarding Da Noi, Inc. and Mr. V. Below is what OEIG investigators discovered.

1. Da Noi, Inc.

⁵⁴ The written request referred to the company as "Danoi," based on Ms. Reikalas's spelling of the name in her interview. However, as detailed below, the documents Ms. Reikalas produced spelled the name as "Da Noi."

⁵⁵ An OEIG investigator called this number on May 2, 2014, less than a week after Ms. Reikalas produced it, and asked to speak to someone associated with Da Noi, Inc. The person who answered the telephone stated that the caller (the OEIG) was calling the wrong number.

⁵⁶ "MyCarPro.org" describes itself as a website "developed by customers to help other American customers to find, review and recommend local services of auto professionals." See <http://www.mycarpro.org/About/AboutUs.aspx> (last visited June 10, 2014).

⁵⁷ "GoServices.com" describes itself as a website that helps customers "find reliable, dependable and affordable limousine, shuttle, taxi and medical transport vendors." See http://www.goservices.com/about_us.html (last visited June 11, 2014).

⁵⁸ The telephone number listed for Da Noi on the online listings provided by Ms. Reikalas was not in service as of May 2, 2014.

Illinois Secretary of State records reveal that Peter V was Da Noi, Inc.'s president. The records further reveal that Da Noi, Inc. involuntarily dissolved on March 14, 2008.

In an interview with Da Noi, Inc.'s former registered agent and accountant, he confirmed to OEIG investigators that Mr. V was the sole shareholder of the business and did not have any partners. The accountant stated that Mr. V did not broker for other limousine companies.⁵⁹

2. Peter E. V

Public records maintained by the Cook County Clerk reveal that a person by the name of Peter E. V died on April 6, 2010.

On May 1, 2014, OEIG investigators spoke with a person named Peter Alexander V. This individual confirmed that his father, who was named Peter Emelio V, had had a limousine service, but that he (the son) did not have any involvement with his father's limousine business. Mr. V's son also told investigators that his father died in 2010.

Mr. V's son stated that his father began working less when his health began to deteriorate, and that the limousine business closed completely in 2010 when his father died. According to the son, his father's limousine business was a sole proprietorship, and his father did not have any partners.

IV. ANALYSIS

Based on the evidence gathered in this investigation, the OEIG concludes that Ms. Reikalas submitted numerous false documents, namely credit card receipts, in connection with her work-related travel when she submitted documentation in 2011 and 2012 that indicated that she received limousine service from AAA Diamond Limo. The OEIG further concludes that Ms. Reikalas failed to cooperate with this investigation, by making numerous false statements during her interview.

A. Ms. Reikalas Made False Reports in Connection with Work-Related Travel

DOI policy prohibits employees from "[m]aking a false report, written or oral, including all applications, timekeeping records and information regarding employment."⁶⁰

As a DOI Field Staff Examiner, Ms. Reikalas is trusted to make her own travel arrangements. Contrary to this trust, Ms. Reikalas submitted false documentation to DOI and also the insurance companies she was examining, when she submitted credit card receipts indicating that she received limousine service from AAA Diamond on about 50 separate

⁵⁹ The accountant also recalled that Mr. V closed the business in approximately 2002 or 2003 because of financial difficulties. The accountant said he had not prepared Da Noi's tax returns since that time.

⁶⁰ DOI Policy Manual, Ch. 1: Code of Ethical Standards, §2 (eff. Feb. 8, 2011).

occasions between July 11, 2011 and April 27, 2012.⁶¹ This misconduct is particularly egregious, given that her job duties include reviewing insurance company documentation for accuracy and authenticity, and reconciling documents.

During the course of the investigation, investigators located only one limousine company operating in Illinois named AAA Diamond Limo. Interviews and records revealed that Ms. Reikalas *did not* use this company. First, AAA Diamond Limo's records indicate that AAA Diamond Limo did not provide service to Ms. Reikalas on dates for which she claimed to have used the company. Second, AAA Diamond Limo records reveal that the company made no trips between Hawthorn Woods and O'Hare Airport on the dates of the receipts Ms. Reikalas submitted to DOI. Third, in his interview Mr. U told investigators that he has not had a customer named Anita Reikalas. Fourth, in his interview Mr. U said he did not take Ms. Reikalas from her residence in Hawthorn Woods to O'Hare Airport in 2011 or 2012. Finally, and perhaps most telling, Mr. U said that his company does not even use receipts like the ones Ms. Reikalas submitted to DOI.

In addition, in numerous respects, Ms. Reikalas's description of the service she claims to have received from AAA Diamond Limo is inconsistent with Mr. U's description of the service his company provides.

First, Ms. Reikalas told investigators that she dealt with Peter V. and Peter (partner) to arrange the limousine service she received. However, Mr. U told investigators that he does not have any business partners. Moreover, Ms. Reikalas's descriptions of Peter V. and Peter (partner) do not match Mr. U.

Second, Ms. Reikalas told investigators that she used between 5 and 10 different drivers. However, Mr. U told investigators that he and his wife are the only drivers at AAA Diamond Limousine.

Third, Ms. Reikalas told investigators that she was always picked up in a black sedan. However, Mr. U told investigators that although his company has a black sedan it is rarely used.

Fourth, Ms. Reikalas told investigators that she paid a shared car rate. However, Mr. U told investigators that he has never charged a shared car rate.

Fifth, Ms. Reikalas told investigators that she paid \$55 for limousine service between her Hawthorn Woods residence and O'Hare Airport, and that she was charged for tolls. However, Mr. U told investigators that he charges a minimum flat rate of \$75 for limousine service between Hawthorn Woods and O'Hare Airport, and does not add other charges. The receipts that Mr. U produced confirm that his company does not add other charges.

Sixth, Ms. Reikalas said she received preprinted credit card receipts, and that sometimes the drivers used a manual credit card imprinting machine to imprint her credit card information.

⁶¹ The OEIG does not dispute that Ms. Reikalas would have been entitled to reimbursement for reasonable expenses incurred traveling between her home and the airport. Rather, her misconduct was submitting false documentation in support of her requests for reimbursement.

However, Mr. U told investigators that he provides word-processed receipts to his customers, and that he has never had a manual credit card imprinting machine. As noted above, Mr. U produced receipts that appear to have been word processed, rather than imprinted by a machine.

The OEIG finds that Mr. U had no reason to provide false information in response to the OEIG's subpoena, or to lie in his interview. In its subpoena, the OEIG asked AAA Diamond to produce records of all trips the company made to and from O'Hare Airport on particular dates, and did not identify Ms. Reikalas by name or location. In addition, when investigators showed Mr. U copies of credit card receipts Ms. Reikalas submitted that purported to have been from AAA Diamond, he noted that his company does not even use that kind of receipt.

By contrast, Ms. Reikalas has established a pattern of shifting explanations when she perceives that her account of events has been discovered to be untrue. For example, Ms. Reikalas submitted numerous credit card receipts to DOI and insurance companies that in no way indicated that the transactions were for cash. Indeed, the "EXPIRATION DATE CHECKED" box was checked on many of the credit card receipts, an action that would seem unnecessary if Ms. Reikalas simply had her credit card imprinted for the purpose of showing her name on the receipt.

When DOI asked Ms. Reikalas for copies of credit card statements showing her payments for limousine service on March 26 and 30, 2012, Ms. Reikalas not only did not produce the requested documentation, but inexplicably produced additional credit card receipts that indicated that they had been "re-invoiced." Perhaps by resubmitting the receipts, Ms. Reikalas thought the matter would disappear. Then, when DOI pressed her further, Ms. Reikalas stated that she actually paid cash for the limousine services. This explanation came only after Ms. Reikalas submitted two sets of credit card receipts. The OEIG concludes that Ms. Reikalas was unable to produce credit card statements reflecting payments because none existed.

In any event, the credit card receipts Ms. Reikalas did submit purported to be from AAA Diamond Limo, and indeed in her written response to DOI, Ms. Reikalas stated that the reason she asked the service to imprint her credit card, even though she was paying cash, was "to document my name *and the name of the limo service*" (emphasis added). However, when OEIG investigators asked Ms. Reikalas about her dealings with AAA Diamond Limo during her interview, she claimed that she knew the company as "Diamond," and that she dealt with Da Noi, Inc. to arrange her limousine service, and that she did not even have "Diamond's" telephone number. In other words, her explanation in the written response she submitted to DOI made no sense, nor did the explanation she gave the OEIG.

Moreover, even Ms. Reikalas's claim that she used Da Noi, Inc. to arrange her limousine service in 2011 and 2012 proved false. The investigation revealed that at the time of Ms. Reikalas's trips in 2011 and 2012, Da Noi was no longer in business and its sole owner, Peter V, was no longer alive. Therefore, no one at Da Noi could have communicated with Ms. Reikalas or provided her with "re-invoiced" March 26 and 30, 2012 credit card receipts, as she claimed in her OEIG interview.

Finally, Ms. Reikalas even maintained her pattern of shifting explanations when the OEIG attempted to schedule a March 2014 interview. On February 26, 2014, Ms. Reikalas told an OEIG investigator that she could not appear for an interview in connection with this investigation until at least May 2014 because she had already booked her out-of-state flights through April 2014. This turned out to be a false statement. In fact, as of the date of that conversation, Ms. Reikalas had only purchased airplane tickets for work-related trips through March 28, 2014. Ms. Reikalas repeated the same falsehood to her second-level supervisor on March 11 or 12, 2014, even though she had purchased tickets through mid-April only one to two days earlier. However, when the supervisor asked Ms. Reikalas to provide copies of her reservations, Ms. Reikalas admitted that she had only bought tickets through the middle of April.

Ms. Reikalas's pattern of shifting explanations compels the conclusion that her accounts regarding the AAA Diamond Limo credit card receipts she submitted to DOI in 2011 and 2012 are simply not credible. Although investigators were unable to establish how Ms. Reikalas actually traveled to and from O'Hare Airport in 2011 and 2012, the evidence gathered reveals that she did not use AAA Diamond Limo's services to do so. Perhaps she was driven by her husband or a friend, or arrived in some other manner; the OEIG has simply been unable to reconcile how she traveled to and from her home and O'Hare Airport.

The OEIG concludes that the credit card receipts Ms. Reikalas submitted to DOI and insurance companies in support of her requests for reimbursement in 2011 and 2012, which indicated that she used limousine service provided by AAA Diamond Limo for her work-related travel, were fictitious. The allegation that Ms. Reikalas falsified travel receipts for airport limousine service on multiple occasions is **FOUNDED**.

B. Ms. Reikalas Made False Statements to OEIG Investigators

The State Officials and Employees Ethics Act requires state employees to cooperate in OEIG investigations.⁶² Failure to cooperate includes intentionally omitting information or making knowing false statements.⁶³ The OEIG concludes that Ms. Reikalas made false statements to OEIG investigators during her April 14, 2014 OEIG interview, in violation of her duty to cooperate.

Ms. Reikalas falsely stated in her OEIG interview that Da Noi, Inc. arranged her limousine service in 2011 and 2012. Investigators confirmed that Da Noi, Inc. ceased operations when its sole owner, Peter V, died on April 6, 2010, more than 15 months prior to the date of the earliest of Ms. Reikalas's AAA Diamond Limo credit card receipts the OEIG reviewed in this investigation. Therefore, contrary to her statements in her OEIG interview, in 2011 and 2012 Ms. Reikalas could not have:

- called Da Noi, Inc., and/or a "Peter" who works there, to arrange for limousine service;
- provided her flight information to Da Noi, Inc., and/or a "Peter" who works there;

⁶² 5 ILCS 430/20-70 ("It is the duty of every officer and employee under the jurisdiction of an Executive Inspector General . . . to cooperate with the Executive Inspector General . . . in any investigation pursuant to this Act.").

⁶³ *Id.*

- called Da Noi, Inc., and/or a “Peter” who works there, to report a change in her flight status; or
- called Da Noi, Inc., and/or anyone who works there, to request new receipts, after a DOI employee questioned her March 26 and 30, 2012 receipts.

Because Ms. Reikalas made knowing false statements to OEIG investigators that she used Da Noi, Inc.’s services in 2011 and 2012, the allegation that she failed to cooperate with an OEIG investigation, in violation of the State Officials and Employees Ethics Act, is **FOUNDED**.

In addition, Ms. Reikalas falsely stated in her OEIG interview that the AAA Diamond Limo credit card receipts she submitted for reimbursement in 2011 and 2012 were not fictitious. As discussed above, the evidence gathered in this investigation shows that Ms. Reikalas did not use AAA Diamond Limo’s services in 2011 and 2012, as reflected on her credit card receipts. Because Ms. Reikalas made a knowing false statement to OEIG investigators that the credit card receipts she submitted were not fictitious, the allegation that she failed to cooperate with an OEIG investigation, in violation of the State Officials and Employees Ethics Act, is **FOUNDED**.

Finally, although the OEIG concludes that in February 2014 Ms. Reikalas made a false statement relating to scheduling her interview, and subsequently scheduled travel in an effort to delay or avoid being interviewed, the OEIG is not making a finding that Ms. Reikalas failed to cooperate with this investigation based on those actions because she was not provided her administrative rights prior to that conduct. Because the OEIG does not generally anticipate that State employees will make false statements during a telephone call when investigators try to schedule an interview, no finding of wrongdoing will be made.

V. FINDINGS/RECOMMENDATIONS

As a result of its investigation, the OEIG issues the following findings:

- **FOUNDED** – DOI Insurance Company Field Staff Examiner Anita Reikalas made false reports regarding her employment in violation of DOI policy, when she submitted credit card receipts for work-related travel between July 11, 2011 and April 27, 2012 that falsely indicated that she used limousine service provided by AAA Diamond Limo.
- **FOUNDED** – DOI Insurance Company Field Staff Examiner Anita Reikalas failed to cooperate with the OEIG’s investigation, in violation of the State Officials and Employees Ethics Act, when she falsely stated in an OEIG interview on April 14, 2014 that she used Da Noi, Inc. to arrange her limousine service in 2011 and 2012.
- **FOUNDED** – DOI Insurance Company Field Staff Examiner Anita Reikalas failed to cooperate with the OEIG’s investigation, in violation of the State Officials and Employees Ethics Act, when she falsely stated in an OEIG interview on April 14, 2014 that the AAA Diamond Limo credit card receipts she submitted for reimbursement were not fictitious.

The OEIG recommends that Anita Reikalas be discharged. Any separation agreement reached with Ms. Reikalas must state that she agrees never to seek or accept employment with the State of Illinois.

No further investigative action is needed and this case is considered closed.

Date: **August 8, 2014**

Office of Executive Inspector General
for the Agencies of the Illinois Governor
69 W. Washington Street, Ste. 3400
Chicago, IL 60602

By: **Angela Luning**
Assistant Inspector General

Luis Salinas, #163
Investigator

Exhibit A

Below is a copy of a receipt Ms. Reikalas submitted in support of her claim for reimbursement for limousine service in 2000 from a company called Northwest Wheels.

NORTHWEST WHEELS
159 S. RAND RD #270
LAKE ZURICH IL

A. REIKALAS

~~CHECK #~~

~~AA-1~~

PURCHASER SIGN HERE

X

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer.

8554LY

5114031

QUAN	CLASS	DESCRIPTION	PRICE	AMOUNT
		LIMOUSINE SERVICE		35.00
		PICK-UP-UNION STATION		
		DROP-OFF-6040A1 CIGERO		
		P.W.A.		
DATE		AUTHORIZATION		SUB
128.00				TOTAL
REFERENCE NO.		REG. DEPT.	TAX	
FOLIO/CHECK NO.		SERVER	CLERK	TIPS
				MISC
				5.25
SALES SLIP				TOTAL
				40.25

CUSTOMER COPY

IMPORTANT: RETAIN THIS COPY FOR YOUR RECORDS

Thank you WTW

Exhibit B

DO NOT WRITE ABOVE THIS LINE

ANITA HEIKLAS
 000030123782622
 AAA DIAMOND LIM
 PENSENVILLE IL

SIGN HERE
X

The issuer of the card identified on this item is authorized to pay the amount shown as TOTAL upon proper presentation. I promise to pay such TOTAL (together with any other charges due thereon) subject to and in accordance with the agreement governing the use of such card.

PLEASE DO NOT WRITE ABOVE THIS LINE				
QTY	CLASS	DESCRIPTION	PRICE	AMOUNT
		HTW TO ORD		55
DATE 11-28-11		AUTHORIZATION	SUB TOTAL	
REFERENCE NO. TONS			TAX	50
ID-FOLIO / CHECK NO. / LIC. NO. STATE	REG/DEPT	CLERK	TIP	8 25
			MISC.	
3798096			TOTAL	63 75

SALES SLIP ORIGINAL

Exhibit C

Below are copies of the March 26 and 30, 2012 credit card receipts that the DOI employee observed to have been altered and asked Ms. Reikalas to verify.⁶⁴

ANITA REIKALAS
 000030123792671
 AAA DIAMOND LIM
 HENSENVILLE IL

SIGN HERE
X

The issuer of the card identified on this form is authorized to pay the amount shown as TOTAL upon proper presentation. I promise to pay each TOTAL (together with any other charges due) promptly subject to and in accordance with the agreement governing the use of such card.

QTY	CLASS	DESCRIPTION	PRICE	AMOUNT
		WIND TO ORD		53
DATE MAR 26 AUTHORIZATION			SUB TOTAL	53
REFERENCE NO.			TAX	50
FOLIO / CHECK NO. / LIC. NO. STATE			TIP	8 25
REG. / DEPT. CLERK			MISC	
5438036			TOTAL	63 75

SALES SLIP

CUSTOMER: RETAIN THIS COPY FOR YOUR RECORDS

ANITA REIKALAS
 000030123792622
 AAA DIAMOND LIM
 HENSENVILLE IL

EXPIRATION
☒ DATE
 CHECKED

SIGN HERE
X

The issuer of the card identified on this form is authorized to pay the amount shown as TOTAL upon proper presentation. I promise to pay each TOTAL (together with any other charges due) promptly subject to and in accordance with the agreement governing the use of such card.

QTY	CLASS	DESCRIPTION	PRICE	AMOUNT
		CHARGE TO HAWTHORN WOODS		
DATE MAR 30 AUTHORIZATION			SUB TOTAL	55 00
REFERENCE NO.			TAX	4 50
FOLIO / CHECK NO. / LIC. NO. STATE			TIP	8 25
REG. / DEPT. CLERK			MISC	
3798048			TOTAL	67 75

SALES SLIP

RETAIN THIS COPY FOR YOUR RECORDS

⁶⁴ These credit card receipts are reproduced in the form in which the OEIG received them from DOI; the OEIG did not place any markings on the receipts.

Exhibit D

Below are copies of the so-called "RE-INVOICED" March 26 and 30, 2012 credit card receipts.

~~CONFIDENTIAL~~
CC ON FILE

RE-INVOICED

0000301237926
ATM DEPOSIT
PENNSVILLE

EXPIRATION
☐ DATE
CHECKED

SIGN HERE
X

The holder of the card identified on this form is authorized to pay the amount shown as TOTAL upon proper presentation. I promise to pay such TOTAL (together with any other charges due) promptly subject to and in accordance with the agreement governing the use of such card.

DATE	DESCRIPTION	PRICE	AMOUNT
3-26-12	HTW/ORD	55	—
REFERENCE NO.	SUB TOTAL		
ID-POL/CHKR NO./LIC. NO. STATE	TAX	50	
RES./DEPT.	TIP	8	25
CLERK	MISC.		
3798014	TOTAL	63	75

RETAILER'S COPY

RETAIN THIS COPY FOR YOUR RECORDS

~~CONFIDENTIAL~~
CC ON FILE

RE-INVOICED

0000301237926
ATM DEPOSIT
PENNSVILLE

SIGN HERE
X

The holder of the card identified on this form is authorized to pay the amount shown as TOTAL upon proper presentation. I promise to pay such TOTAL (together with any other charges due) promptly subject to and in accordance with the agreement governing the use of such card.

DATE	DESCRIPTION	PRICE	AMOUNT
3-30-12	ORD/HTW	55	—
REFERENCE NO.	SUB TOTAL		
ID-POL/CHKR NO./LIC. NO. STATE	TAX	50	
RES./DEPT.	TIP	8	25
CLERK	MISC.		
5438017	TOTAL	63	75

CUSTOMER'S COPY

CUSTOMER: RETAIN THIS COPY FOR YOUR RECORDS

Exhibit E

Below is an example of one of the receipts produced by AAA Diamond Limo in response to the OEIG's subpoena.

AAA Diamond Limo Corp.

Date: APRIL 23, 2012
Type of Service: AIRPORT - DEPARTURE
Confirmation #: G214500

Vehicle: 10 pass. limo
Customer Name: T. G.

Pick up address: PARK RIDGE, IL

Time: 3:00 AM.

To: ORD- DOMESTIC

Sub total: \$ 75.00
20% gratuity \$ 15.00
Total : \$ 90.00

We will hold this reservation on C.C. #
Exp. Date:
Billing address :

This is to authorize charges for transportation services from
to A.A.A. Diamond Limo Corp.

Time reserved for services is for 1 hour trip. A deposit of \$ (cash, check, c.c.) must accompany this agreement when it is returning by mail.

Note: due to the one of a kind status of the above limousine's, AAA DIAMOND LIMCO CORP. can not be held able due to accident, mechanical failure or any circumstances beyond our control on or before your service date. We reserve the right to provide substitute vehicles. We, AAA DIAMOND LIMCO are not responsible for lost or stolen articles.

Passengers are responsible for any damage or excessive mess to the limousine due to their own negligence.

To cancel this agreement, written notice must be received a minimum of 3 weeks prior to the above date and time. If proper cancellation is not given, the contract remains valid and you will be responsible for full payment. The deposit is non-refundable and shall be considered liquidated damages and remain the property of AAA DIAMOND LIMCO CORP.

IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS

RECEIVED
NOV 21 2014

EXECUTIVE ETHICS COMMISSION

IN RE: Anita Reiklas

)

#12-01729

RESPONDENT'S SUGGESTIONS FOR REDACTION / PUBLIC RESPONSE

Please check the appropriate line and sign and date below. If no line is checked the Commission will not make your response public if the redacted report is made public.

☒ Below is my public response. Please make this response public if the summary report is also made public; or

☐ Below are my suggestions for redaction. I do not wish for these suggestions to be made public.

[Signature]
Respondent's Signature

11-17-14
Date

Instructions: Please write or type suggestions for redaction or a public response on the lines below. If you prefer, you may attach separate documents to this form. Return this form and any attachments to:

Illinois Executive Ethics Commission
401 S. Spring Street, Room 513 Wm. Stratton Building
Springfield, IL 62706

See attached.

Below is my public response. Please make this response public if the summary report is also made public.

- I would like to include my initial response/rebuttal to Barb Call acting on behalf of management before this escalated to the OEIG.

In addition, I would like to add two facts:

FACT No. 1:

- The first month I was hired with the DOI , I freely disclosed to the DOI that I had a personal interest in a limousine company, Northwest Wheels, Ltd. (NWW, Ltd) I also disclosed this fact on my yearly ethics report. A few years after I was hired, I received an e-mail from an attorney on the Executive Ethics Committee that they were conducting a random audit of my ethics report and they wanted to know about a company I listed as NWW, Ltd. I called and answered all questions as to what type of company, my relationship/ownership interest, etc. to the satisfaction of the attorney questioning me. They were satisfied with my response and to date have not heard anything.
- To date, NWW, Ltd has been in runoff for many years. License plates were relinquished, there are no limousines, employees, licenses, or insurance coverage related to the SIC activity that it was once incorporated as.
- NWW, Ltd. was never a secret during my employment, and many persons at the department knew it was no longer operational, but no one in any interview, either initially or with the OEIG asked me about NWW, Ltd.

FACT No. 2:

- Peter V. of Da Noi, Inc. born in Argentina, died unexpectedly Easter week end on April 6, 2010. This was publicized in the newspaper and was a well-known fact in the limousine industry. I was duly notified at the time.

RECEIVED
NOV 21 2014

EXECUTIVE ETHICS COMMISSION



ILLINOIS

Pat Quinn, Governor

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Simone McNeil, Acting Director

MEMORANDUM

TO: Barb Call, DOI Labor Relations

FROM: Robb Craddock, Deputy Director Labor Relations

DATE: September 4, 2014

SUBJECT: Reikalas Discharge

Please find the enclosed packet of file material relating to the Discharge of Anita Reikalas. Due to the retirement of Anita Reikalas, this discharge will not be processed. Accordingly, we are returning these materials to you.

Please contact my office should you have any additional questions or concerns.

Thank you.

RBC:lsb